Miriam L. Schimmel (State Bar No. 185089)
mschimmel@blackstonepc.com
Joana Fang (State Bar No. 309623)
jfang@blackstonepc.com
Alexandra Rose (State Bar No. 329407)
arose@blackstonepc.com
James S. Winn Jr. (State Bar No. 349690)
jwinn@blackstonepc.com
**BLACKSTONE LAW, APC**
8383 Wilshire Boulevard, Suite 745
Beverly Hills, California 90211
Tel: (310) 622-4278 / Fax: (855) 786-6356

Attorneys for Plaintiff Ana Valenzuela and the Class

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**FOR THE COUNTY OF SAN DIEGO**

ANA VALENZUELA, individually, and on behalf of other similarly situated employees and aggrieved employees pursuant to the California Private Attorneys General Act,

Plaintiff,

vs.

HANDLERY HOTELS, INC.; and DOES through 25, inclusive,

Defendants.

Case No. 24CU006128C

Honorable Euketa Oliver
Department C-75

**[PROPOSED] FINAL APPROVAL ORDER AND JUDGMENT**

| | |
|---|---|
| Date: | October 30, 2026 |
| Time: | 9:00 a.m. |
| Dept.: | C-75 |
| Complaint Filed: | August 15, 2024 |
| FAC Filed: | November 11, 2025 |
| Trial Date: | Not Set |

Plaintiff Ana Valenzuela's ("Plaintiff") Motion for Final Approval of Class Action and PAGA Settlement, Attorneys' Fees and Costs, Enhancement Payment, and Settlement Administration Costs came before this Court on **October 30, 2026 at 9:00 a.m.** before the Honorable Euketa Oliver in Department C-75 of the above-captioned Court located at 330 West Broadway, San Diego, California 92101.

Having received and considered the Joint Stipulation of Class Action and PAGA Settlement ("Settlement Agreement" or "Settlement"), Plaintiff's Motion for Final Approval of Class Action and PAGA Settlement, Attorneys' Fees and Costs, Enhancement Payment, and Settlement Administration Costs, the supporting papers filed by the Parties, the Declarations of Class Counsel (James S. Winn Jr.), the Class Representative (Ana Valenzuela), and the Settlement Administrator (Cassandra Polites on behalf of ILYM Group, Inc.), and the evidence and argument received by the Court in conjunction with the Motion for Preliminary Approval of Class Action and PAGA Settlement and documents thereto, the Court grants final approval of the Settlement and HEREBY ORDERS AND MAKES THE FOLLOWING DETERMINATION:

1. This Court has jurisdiction over the subject matter of the above-captioned action and over Plaintiff and Defendant Handlery Hotels, Inc. ("Defendant") (together, with Plaintiff, the "Parties"), including all members of the Class.

2. The Court finds that the following Class is properly certified as a class for settlement purposes only: "All current and former hourly-paid and/or non-exempt employees who worked for Defendant in the State of California at any time during the Class Period." The "Class Period" is defined as the period from August 15, 2020 through September 14, 2025.

3. The Court appoints Plaintiff Ana Valenzuela as the Class Representative for settlement purposes only.

4. The Court appoints Jonathan M. Genish, Miriam L. Schimmel, Joana Fang, Alexandra Rose, and James S. Winn Jr. of Blackstone Law, APC as Class Counsel for settlement purposes only.

5. The Notice of Class Action Settlement ("Class Notice") provided to the Class conforms with the requirements of California Code of Civil Procedure section 382, California Civil Code section 1781, California Rules of Court 3.766 and 3.769, the California and United States Constitutions, and

any other applicable law, and constitutes the best notice practicable under the circumstances, by providing individual notice to all Class Members who could be identified through reasonable effort, and by providing due and adequate notice of the proceedings and of the matters set forth therein to the other Class Members. The Class Notice fully satisfied the requirements of due process.

6. The Court finds the Settlement was entered into in good faith, that the Settlement is fair, reasonable, and adequate, and that the Settlement satisfies the standards and applicable requirements for final approval of this class action settlement under California law, including the provisions of California Code of Civil Procedure section 382 and California Rules of Court, Rule 3.769.

7. The Settlement Agreement is not an admission by Defendant, or by any other Released Parties, nor is this Order and Judgment a finding of the validity of any allegations or of any wrongdoing by Defendant or any other Released Parties. Neither this Order and Judgment, the Settlement, nor any document referred to herein, nor any action taken to carry out the Settlement, may be construed as, or may be used as, an admission of any fault, wrongdoing, omission, concession, or liability whatsoever by or against Defendant or any of the other Released Parties.

8. The Court finds that Ken Murray has validly and timely opted out of the Class Settlement and no Settlement Class Members have objected to the Class Settlement.

9. In addition to any recovery that Plaintiff may receive under the Settlement, and in recognition of Plaintiff's efforts on behalf of the Class, the Court hereby approves the payment from the Gross Settlement Amount of an Enhancement Payment to Plaintiff in the amount of $7,500.00.

10. The Court approves the payments from the Gross Settlement Amount of attorneys' fees to Class Counsel in the sum of $378,000.00 and reimbursement of actual litigation costs and expenses to Class Counsel in the sum of $28,511.59. The attorneys' fees and reimbursement of litigation costs and expenses to Class Counsel are reasonable amounts. The reasonableness of the fee award is determined based on a reasonable percentage of the common fund obtained for the Class. Awarding fees on a percentage basis encourages efficient litigation practices and reflects the actual benefit obtained for the Class.

///

11. The Court approves and orders payment from the Gross Settlement Amount in the amount of $7,850.00 to ILYM Group, Inc. for performance of settlement administration services.

12. The Court approves and orders payment in the amount of $35,100.00 to the California Labor Workforce and Development Agency ("LWDA") as 65% of the payment allocated toward PAGA penalties.

13. It is hereby ordered that within five (5) business days after the Effective Date, Defendant will deposit the Gross Settlement Amount into an account established by the Settlement Administrator, in accordance with the terms and methodology set forth in the Settlement Agreement.

14. It is hereby ordered that within five (5) business days after Defendant funds the Gross Settlement Amount, the Settlement Administrator will distribute the Individual Settlement Payments to Settlement Class Members, Individual PAGA Payments to PAGA Employees, Attorneys' Fees and Costs to Class Counsel, Enhancement Payment to Plaintiff, LWDA Payment to the LWDA, and Settlement Administration Costs to itself.

15. Each Individual Settlement Payment and Individual PAGA Payment check will be valid and negotiable for one hundred and eighty (180) calendar days from the date the checks are issued, and thereafter, will be canceled. Any funds associated with such canceled checks will be distributed by the Settlement Administrator to the California Controller's Unclaimed Property Division in the name of the Settlement Class Member and/or PAGA Employee.

16. Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff and all Settlement Class Members will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of any and all claims which were alleged or which could have been reasonably alleged based on the factual allegations in the Operative Complaint, arising during the Class Period, which shall specifically include claims for Defendant's alleged failure to pay overtime and minimum wages, provide compliant meal and rest periods and associated premium payments, timely pay wages during employment and upon termination, provide accurate wage statements, and reimburse necessary business-related expenses in violation of California Labor Code Sections 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512(a), 1194, 1197, 1197.1, 1198, 2800, and 2802, the applicable Industrial Welfare Commission Wage Order, and

California Business and Professions Code sections 17200, *et seq*., as well as attorneys' fees and costs related thereto (collectively, "Released Class Claims").

17. Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff, the State of California with respect to all PAGA Employees, and all PAGA Employees will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of any and all claims arising from any of the factual allegations in the PAGA Letter and the Operative Complaint, arising during the PAGA Period, for civil penalties under the Private Attorneys General Act of2004, California Labor Code Sections 2698 *et seq.*, which shall specifically include claims for Defendant's alleged failure to pay overtime and minimum wages, provide compliant meal and rest periods and associated premium payments, timely pay wages during employment and upon termination, provide compliant wage statements, maintain complete and accurate payroll records, and reimburse necessary business-related expenses in violation of California Labor Code Sections 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and the applicable Industrial Welfare Commission Wage Order, as well as attorneys' fees and costs related thereto (collectively, "Released PAGA Claims").

18. Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff, individually and on her own behalf, will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties from any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees, damages, or causes of action of any kind or nature whatsoever, known or unknown, suspected or unsuspected, asserted or unasserted, arising out of, relating to, or resulting from her employment and/or separation of employment with Defendant, which Plaintiff, at any time up until the execution of the Settlement Agreement, had or claimed to have or may have. It is agreed that this is a general release and is to be broadly construed as a release of all claims, provided that, notwithstanding the foregoing, this Paragraph expressly does not include a release of any claims that cannot be released hereunder by law. Any and all rights granted under any state or federal law or regulation limiting the effect of the Settlement Agreement, including the provisions of Section 1542 of the California Civil Code, ARE HEREBY EXPRESSLY WAIVED. Section 1542 of the California Civil Code reads as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

19. "Released Parties" means Defendant and its current and former officers, directors, members, insurers, shareholders, subsidiaries, affiliates, predecessors, successors, and assigns.

20. This Court shall retain jurisdiction with respect to all matters related to the administration and consummation of the Settlement, and any and all claims asserted in, arising out of, or related to the subject matter of the lawsuit, including but not limited to all matters related to the Settlement and the determination of all controversies relating thereto.

21. Notice of entry of this Order and Judgment shall be given to the Class Members by posting a copy of this Order and Judgment on the Settlement Administrator's website for a period of at least sixty (60) calendar days after the date of entry of this Order and Judgment.

22. A Compliance Hearing is set for _____ at _____ in Department C-75 of this Court located at 330 West Broadway, San Diego, California 92101. The Settlement Administrator shall file a Final Report by _____.

**IT IS SO ORDERED.**

Dated: _____

_____
Honorable Euketa Oliver